

BLACK PRINTING CO., TULSA

FROM	STATE OF OKLAHOMA, Tulsa County, ss.
TO	This instrument was filed for record on the <u>30</u> day of <u>April</u> , 192 <u>3</u> , at <u>8:00</u> o'clock <u>A.</u> M., and duly recorded in Book <u>408</u> on page <u>400</u>
	Fees \$.....
	O. G. Weaver, (Seal) County Clerk By <u>Brady Brown</u> , Deputy.

THIS INDENTURE, Made this 5th day of Feb., A. D. 1923, between Estella J. Johnson and Edwin C. Johnson, her husband of Tulsa County, in the State of Oklahoma, part 198 of the first part, and Edwin J. Peebles of Tulsa part V of the second part: WITNESSETH, That said part 198 of the first part, in consideration of the sum of Five Hundred Forty and 00/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

East one Half (E $\frac{1}{2}$) of Lot Three (3); Block Two (2); Peebles Addition to the city of Tulsa, according to the recorded plat thereof.

I hereby certify that I received \$30 and issued Receipt No. 9193 therefor in payment of mortgage tax on the within mortgage.

Dated this 1 day of May, 1923

WAYNE L. DICKEY, County Treasurer

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Deputy

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of Six promissory notes of even date herewith. One for \$90.00 due Aug. 5, 1923 one for \$90.00 due Feb. 5th, 1924; one for \$90.00 due Aug. 5, 1924; one for \$90.00 due Feb. 5, 1925; one for \$90.00 due Aug. 5, 1925 and one for \$90.00 due Feb. 5, 1926 made to Estella J. Johnson and Edwin C. Johnson

or order, payable at maturity with 8 per cent interest per annum, payable semi-annually and signed by Estella J. Johnson and Edwin C. Johnson

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances

That they good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part they agree to insure the buildings on said premises in the sum of \$..... for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part they agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part they further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee 10 per cent of the unpaid balance Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first part they shall pay or cause to be paid to said second part his heirs or assigns said sum of \$..... of money in the above described note 8 mentioned, together with the interest thereon according to the terms and tenor of said note 8 and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee he may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 10 per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note he and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part they waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws. IN WITNESS WHEREOF, said part they of the first part hereunto set their hand the day and year first above written.

Estella J. Johnson
Edwin C. Johnson

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That they of Tulsa County, Oklahoma, the within named mortgagee in consideration of the sum of DOLLARS, to in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured, and the covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee he hereunto set his hand the day of, 192.....

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, B. H. Johnston, a Notary Public in and for said County and State on this 5th day of Feb., 1923, personally appeared Estella J. Johnson and Edwin C. Johnson, her husband within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my official hand and seal the day and year above set forth. My commission expires June 24, 1925. (Seal)

B. H. Johnston,
Notary Public.